

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE	OF	PAGES
2. CONTRACT NUMBER		3. SOLICITATION NUMBER 52-DGNF-2-90007		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 12/21/2001	
6. REQUISITION/PURCHASE NUMBER NFFK-S100-2-00003		7. ISSUED BY U.S. DEPT. OF COMMERCE, NOAA 1305 EAST WEST HIGHWAY, STA #7604 SILVER SPRING, MD 20910		8. ADDRESS OFFER TO (If other than Item 7) CODE			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							

SOLICITATION	
9. Sealed offers in original and <u>SEE L.</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>SEE BLOCK 7.</u> until 3:30 local time <u>(Hour)</u> <u>(Date)</u>	
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.	

10. FOR INFORMATION CALL:	A. NAME P.L. ARTIS	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS
	AREA CODE	NUMBER	EXT.	
	301	713-0823	182	FAX: 301-713-0806

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OFFER (Must be fully completed by offeror)	
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.	
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>180</u> calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.	

13. DISCOUNT FOR PROMPT PAYMENT		10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFER-OR	CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER				

AWARD (To be completed by Government)					
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise)	
24. ADMINISTERED BY (If other than Item 7)		CODE		25. PAYMENT WILL BE MADE BY	
				CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA	
				(Signature of Contracting Officer)	
				28. AWARD DATE	

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 1352.216.70 CONTRACT TYPE (MAR 2000)

This is an **INDEFINITE-QUANTITY CONTRACT WITH FIRM-FIXED UNIT PRICES** for the Intercept Survey Portion of the National Marine Fisheries Recreational Statistics Survey (MRFSS). It consists of an 48-month ordering period.

B.2 1352.216-72 MINIMUM AND MAXIMUM CONTRACT AMOUNTS (MAR 2000)

During the period specified in the ORDERING clause (FAR 52.216-18), the Government shall place orders totaling a minimum of (See Minimum Sampling Level below). The amount of all orders shall not exceed (See Maximum Sampling Level below).

Survey Year 2002 - Waves 3-6

CLIN	CLIN Description	Minimum Sampling Level	Maximum Sampling Level
100A	Intercept Survey - Shore Mode	5,000	10,000
100B	Intercept Survey - Private/Rental Boat Mode	9,000	25,000
100C	Intercept Survey - Party/Charter Mode	2,500	6,000
101	Data Entry Program Maintenance (hours)	20	80
102	CHBTS Directory Creation (Puerto Rico & USVI)	1	2
103	CHBTS Directory Maintenance	47	58
104A	CHBTS Charter Boat Pre-validation	1,600	2,000
104B	CHBTS Head Boat Pre-validation	500	800

B.2 Continued**Survey Year 2003 - Waves 1-6**

CLIN	CLIN Description	Minimum Sampling Level	Maximum Sampling Level
200A	Intercept Survey - Shore Mode	8,000	15,000
200B	Intercept Survey - Private/Rental Boat Mode	14,000	30,000
200C	Intercept Survey - Charter Boat Mode	2,400	6,000
200D	Intercept Survey - Head Boat Mode Boat-based samples (boat trips) Extra Interviews -Based samples	400 0	1,500 8,000
201	Data Entry Program Maintenance (hours)	20	80
202	CHBTS Directory Creation (USVI)	0	1
203	CHBTS Directory Maintenance	64	80
204A	CHBTS Charter Boat Pre-validation	2,500	8,000
204B	CHBTS Head Boat Pre-validation	1,250	2,500
205	Intercept Economic Add-On - NE Region	15,000	32,000

B.2 Continued**Survey Year 2004 - Waves 1-6**

CLIN	CLIN Description	Minimum Sampling Level	Maximum Sampling Level
300A	Intercept Survey - Shore Mode	8,000	15,000
300B	Intercept Survey - Private/Rental Boat Mode	14,000	30,000
300C	Intercept Survey - Charter Boat Mode	2,400	6,000
300D	Intercept Survey - Head Boat Mode Boat-based samples (boat trips) Extra Interviews -Based samples	400 0	1,500 8,000
301	Data Entry Program Maintenance (hours)	20	80
302	CHBTS Directory Creation (USVI)	0	1
303	CHBTS Directory Maintenance	64	80
304A	CHBTS Charter Boat Pre-validation	2,500	8,000
304B	CHBTS Head Boat Pre-validation	1,250	2,500
305	Intercept Economic Add-On - SE Region	45,000	50,000

B.2 Continued**Survey Year 2005 - Waves 1-6**

However, there is some possibility that the Government may enter into a cooperative agreement with the Atlantic States Marine Fisheries Commission to conduct the 2005 MRFSS Intercept Survey, therefore the government is under no obligation to order a minimum sampling level. The following minimums and maximums however will apply for purposes of evaluation.

CLIN	CLIN Description	Minimum Sampling Level	Maximum Sampling Level
400A	Intercept Survey - Shore Mode	8,000	15,000
400B	Intercept Survey - Private/Rental Boat Mode	14,000	30,000
400C	Intercept Survey - Charter Boat Mode	2,400	6,000
400D	Intercept Survey - Head Boat Mode Boat-based samples (boat trips) Extra Interviews -Based samples	400 0	1,500 8,000
401	Data Entry Program Maintenance (hours)	20	80
402	CHBTS Directory Creation (USVI)	0	1
403	CHBTS Directory Maintenance	64	80
404A	CHBTS Charter Boat Pre-validation	2,500	8,000
404B	CHBTS Head Boat Pre-validation	1,250	2,500

Intercept Survey

Due to severe problems in hiring and retaining intercept samplers in the U.S. Virgin Islands (USVI) during 1999-2000, it is unknown when various tasks would be implemented there during the 2002-2005 contract period. Therefore the USVI is kept as separate cells for each task and the minimums are set at zero.

B.2 Continued**Shore Mode 100A, 200A, 300A & 400A**

A cell is a state/wave/mode combination. A sample unit is a completed intercept interview.

During the period specified in the “ordering” clause (FAR Subpart 52.216-18), during survey year **2002**, the Government shall place orders for the **Intercept Survey Shore Mode** for a minimum of 54 cells and maximum of 58 cells, with a total minimum sample of 5,000 and a total maximum amount of 10,000. Orders will require a minimum of 30 samples per cell and maximum of 850 samples per cell.

2002

States	Waves and cells	Minimum/cell
12 states (Massachusetts-Georgia, & Puerto Rico)	Waves 3-6 (48 cells)	30
2 States (Maine & New Hampshire)	Waves 3-5 (6 cells)	30
U.S. Virgin Islands	Waves 3-6 (4 cells)	0

During the period specified in the “ordering” clause (FAR Subpart 52.216-18), during any survey year from **2003-2004**, the Government shall place orders for the **Intercept Survey Shore Mode** for a minimum of 67 cells and maximum of 73 cells, with a total minimum sample of 8,000 and a total maximum amount of 15,000. Orders will require a minimum of 30 samples per cell and maximum of 850 samples per cell.

2003-2004

States	Waves and cells	Minimum/cell
12 states (Massachusetts-Georgia, & Puerto Rico)	Waves 2-6 (60 cells)	30
2 States (Maine & New Hampshire)	Waves 3-5 (6 cells)	30
Puerto Rico	Wave 1 (1 cell)	30
U.S. Virgin Islands	Waves 1-6 (6 cells)	0

The Government reserves the right not to order a sample for survey year **2005**. In the event that the Government does place orders during survey year 2005, during the period specified in the “ordering” clause (FAR Subpart 52.216-18), the Government may place orders for the Intercept Survey Shore Mode according to the minimums and maximums set for 2003-2004.

B.2 Continued**Private Boat Mode - 100B, 200B, 300B & 400B**

A cell is a state/wave/mode combination. A sample unit is a completed intercept interview.

During the period specified in the “ordering” clause (FAR Subpart 52.216-18), during survey year **2002**, the Government shall place orders for the **Intercept Survey Private Boat mode** for a minimum of 54 cells and maximum of 58 cells, with a total minimum sample of 9,000 and a total maximum amount of 25,000. Orders will require a minimum of 30 samples per cell and maximum of 1,200 samples per cell.

2002

States	Waves and cells	Minimum/cell
12 states (Massachusetts-Georgia, & Puerto Rico)	Waves 3-6 (48 cells)	30
2 States (Maine & New Hampshire)	Waves 3-5 (6 cells)	30
U.S. Virgin Islands	Waves 3-6 (4 cells)	0

During the period specified in the “ordering” clause (FAR Subpart 52.216-18), during any survey year from **2003-2004** the Government shall place orders for the **Intercept Survey Shore Mode** for a minimum of 67 cells and maximum of 73 cells, with a total minimum sample of 14,000 and a total maximum amount of 30,000. Orders will require a minimum of 30 samples per cell and maximum of 1,200 samples per cell.

2003-2004

States	Waves and cells	Minimum/cell
12 states (Massachusetts-Georgia, & Puerto Rico)	Waves 2-6 (60 cells)	30
2 States (Maine & New Hampshire)	Waves 3-5 (6 cells)	30
Puerto Rico	Wave 1 (1 cell)	30
U.S. Virgin Islands	Waves 1-6 (6 cells)	0

The Government reserves the right not to order a sample for survey year **2005**. In the event that the Government does place orders during survey year 2005, during the period specified in the “ordering” clause (FAR Subpart 52.216-18), the Government shall place orders for the Intercept Survey Private/Rental Boat Mode according to the minimums and maximums set for 2003-2004.

B.2 Continued**Party/Charter Boat Mode - 100C**

A cell is a state/wave/mode combination. A sample unit is a completed intercept interview.

The Government expects to implement the CHBTS no later than wave 5 of 2002, to allow proper start-up and smooth operations by calendar year 2003. Outreach meetings with head and charter boat operators will occur prior to implementation to seek their cooperation. During 2002, the Government expects to collect intercept interviews from head (party) and charter boats in a combined fishing mode as is done in the current MRFSS. After full implementation of the CHBTS, these modes will be separated.

As specified in the "ordering" clause (FAR Subpart 52.216-18), during the survey year **2002** prior to CHBTS implementation, the Government shall place orders for the **combined Intercept Survey Party/Charter Boat Mode** for a minimum of 54 cells and maximum of 58 cells, with a total minimum sample of 2,500 and a total maximum amount of 6,000. Orders will require a minimum of 45 samples per cell and maximum of 300 samples per cell.

2002

States	Waves	Minimum/cell
12 states (Massachusetts-Georgia & Puerto Rico)	Waves 3-6 (48 cells)	45
2 States (Maine & New Hampshire)	Waves 3-5 (6 cells)	45
U.S. Virgin Islands	Waves 3-6 (4 cells)	0

B.2 Continued**Charter Boat Mode - 200C, 300C & 400C**

A cell is a state/wave/mode combination. A sample unit is a completed intercept interview.

As specified in the “ordering” clause (FAR Subpart 52.216-18), during the survey years **2003-2005** (after full CHBTS implementation), the Government shall place orders for **the Intercept Survey Charter Boat Mode** for a minimum of 69 cells and maximum of 75 cells, with a total minimum sample of 2,400 and a total maximum amount of 6,000. Orders will require a minimum of 45 samples per cell and maximum of 300 samples per cell.

2003-2004

States	Waves	Minimum/cell
12 states (Massachusetts - Georgia, and Puerto Rico)	Waves 2-6 (60 cells)	45
2 states (Maine and New Hampshire)	Waves 2-5 (8 cells)	45
Puerto Rico	Wave 1 (1 cell)	45
U.S. Virgin Islands	Waves 1-6 (6 cells)	0

The Government reserves the right not to order a sample for survey year **2005**. In the event that the Government does place orders during survey year 2005, during the period specified in the “ordering” clause (FAR Subpart 52.216-18), the Government shall place orders for the **Intercept Survey Charter Boat Mode** according to the minimums and maximums set for 2003-2004.

B.2 Continued**Head Boat Mode - Boat-Based Sampling - 200D, 300D, & 400D**

After implementation of the CHBTS, head-boat sampling will be based on boat samples. Intercept samplers would be expected to make reservations to go as a paying (but non-fishing) passenger on the assigned boats and would be expected to collect up to 45 intercept interviews per boat assignment (similar to current assignment caps) that would be included in the per boat trip price. Above the 45 interviews the Government will pay data entry and Quality Assurance/Quality Control costs for up to 30 additional interviews per boat trip. If the contractor has difficulty riding some of the smaller head boats due to lack of room (passenger capacity of <10), interviewers may sample those vessels dockside. Dockside sampling shall be limited and subject to advance approval by the Government.

A cell is still a state/wave/mode combination; however, there are now two sampling units: 1) a completed head boat assignment, and 2) additional samples above 45 but less than 76 per boat assignment.

There are no known head boats operating in the U.S. Caribbean or in the South Atlantic, except for South Carolina. The MRFSS has not surveyed head boats in the Southeast Region since 1986, and it is unknown at this time whether head boats will be sampled in South Carolina, therefore those minimums are set at 0.

As specified in the "ordering" clause (FAR Subpart 52.216-18), during the survey years **2003-2004** (after CHBTS implementation), the Government shall place orders for **the Intercept Survey Head Boat Mode** for a minimum of 48 cells and maximum of 54 cells, with a total minimum sample of 400 and a total maximum amount of 1,500. Orders will require a minimum of 10 samples per cell and maximum of 40 samples per cell. Additional interviews above the base of 45 per boat trip have a minimum of 0 per cell (as there are cells where none of the head boats have a passenger capacity larger than 45) and a maximum of 250 per cell. The maximum number of additional interviews per boat trip is 30.

B.2 Continued.**2003-2004**

States	Waves	Minimum boat trips/cell	Maximum additional samples/cell
8 states (Massachusetts - Virginia)	Waves 2-6 (40 cells)	10	250
2 states (Maine and New Hampshire)	Waves 2-5 (8 cells)	45	250
1 state (South Carolina)	Waves 1-6 (6 cells)	0	250

The Government reserves the right not to order a sample for survey year **2005**. In the event that the Government does place orders during survey year 2005, during the period specified in the "ordering" clause (FAR Subpart 52.216-18), the Government shall place orders for the Intercept Survey Head Boat Mode according to the minimums and maximums set for 2003-2004.

Intercept Survey Data Entry Program Maintenance - 101, 201, 301 & 401

A cell is one wave. A sample unit is a maintenance hour. During the period specified in the "ordering" clause (FAR Subpart 52.216-18), during any survey year from **2002-2005**, the Government shall place orders for modification of the **Intercept Survey Questionnaire** and/or the flexible questions for a minimum of 0 cells and a maximum of 6 cells, with a minimum of 0 hours per cell. The minimum is set as zero since the government does not expect to make changes every wave. The government expects there will be at least 20 hours of maintenance per year. Invoices will be based on actual hours.

2002

States	Waves	Hours/cell
All Combined	Waves 3-6 (4 cells)	0

2003-2005

States	Waves	Hours/cell
All Combined	Waves 1-6 (6 cells)	0

The Government reserves the right not to order a sample for survey year **2005**. In the event that the Government does place orders during survey year 2005, the 2003-2004 minimums would apply.

B.2 Continued**CHBTS Directory Creation (U.S.Caribbean)- 102, 202, 302, & 402**

A cell is a U.S. territory. A unit is a completed directory of charter boats in a territory. There are no known head boats operating in the U.S Caribbean territories therefore these directories will list only charter boats.

The Government intends to have the directory for Puerto Rico compiled in the first 6-8 months of 2002; however due to severe problems with hiring and retaining samplers in the USVI, the Government is unsure when this will occur for that territory.

During the period specified in the “ordering” clause (FAR Subpart 52.216-18), during the survey year **2002**, the Government shall place orders for **compilation of the Charter Boat Directories for Puerto Rico and the USVI** for a minimum of 1 cells and maximum of 2 cells.

2002

States	Minimum Sampling unit
Puerto Rico	1 Directory
U.S. Virgin Islands	0

During the period specified in the “ordering” clause (FAR Subpart 52.216-18), during any survey years **2003-2005**, the Government may place an order for **compilation of the Charter Boat Directory for the U.S. Virgin Islands (USVI)** for a minimum of 0 cells and maximum of 1 cell.

2003-2004

States	Minimum Sampling unit
U.S. Virgin Islands	0

The Government reserves the right not to order a sample for survey year **2005**. In the event that the Government does place orders during survey year 2005, the minimums set for 2003-2004 would apply.

B.2 Continued**CHBTS Directory Maintenance- 103, 203, 303, & 403**

A cell is a state/wave combination. A unit is an updated directory of charter and/or head boats in a state or territory. Directory maintenance will occur on the Atlantic coast prior to implementation of the CHBTS in order to maintain a complete and usable frame. Maintenance of the directory for Puerto Rico will begin after completion of directory compilation in the first 6-8 months of 2002. The Government is unsure when compilation and/or maintenance of the directory will occur for the USVI. Maryland and South Carolina both have operational mandatory logbooks and the government may need to implement the CHBTS in a different way in those states, therefore their minimums are set at 0.

During the period specified in the "ordering" clause (FAR Subpart 52.216-18), during survey year **2002**, the Government shall place orders for **maintenance of the charter and head boat directories** for a minimum of 47 cells and maximum of 58 cells.

2002

States	Waves	Minimum/cell
10 states (Massachusetts - Delaware, Virginia, North Carolina, & Georgia)	Waves 3-6 (40 cells)	1
2 states (Maine and New Hampshire)	Waves 3-5 (6 cells)	1
2 states (Maryland and South Carolina)	Waves 3-6 (8 cells)	0
Puerto Rico	Wave 5 (1 cells)	0
Puerto Rico	Wave 6 (1 cells)	1
U.S. Virgin Islands	Waves 5-6 (2 cells)	0

B.2 Continued

During the period specified in the “ordering” clause (FAR Subpart 52.216-18), during survey years **2003-2004**, the Government shall place orders for **maintenance of the charter and head boat directories** for a minimum of 64 cells and maximum of 80 cells.

2003-2004

States	Waves	Minimum/cell
10 states (Massachusetts - Delaware, Virginia - North Carolina, & Georgia)	Waves 2-6 (50 cells)	1
2 states (Maine and New Hampshire)	Waves 2-5 (8 cells)	1
2 states (Maryland and South Carolina)	Waves 2-6 (10 cells)	0
Puerto Rico	Waves 1-6 (6 cells)	1
U.S. Virgin Islands	Waves 1-6 (6 cells)	0

The Government reserves the right not to order a sample for survey year **2005**. In the event that the Government does place orders during survey year 2005, during the period specified in the “ordering” clause (FAR Subpart 52.216-18), the Government shall place orders according to the minimum and maximum amounts set for 2003-2004

CHBTS Charter Boat Pre-validation - 104A, 204A, 304A, & 404A

A cell is a state/wave combination. A unit is an observation of the presence/absence of a charter boat scheduled to be called in the CHBTS at the end of the sampled week.

The Government expects to implement the CHBTS, including the pre-validation visits, no later than wave 5 of 2002, to allow proper start-up and smooth operations by calendar year 2003. Pre-validation for Puerto Rico will begin after implementation of the CHBTS in that territory. The Government is unsure when the CHBTS will be implemented in the USVI, therefore the minimum is set to 0. Maryland and South Carolina both have operational mandatory logbooks and the government may need to implement the CHBTS in a different way in those states, therefore their minimums are set at 0.

As specified in the “ordering” clause (FAR Subpart 52.216-18), during the survey year **2002**, the Government shall place orders for **charter boat pre-validations** for a minimum of 23 cells and maximum of 34 cells, with a total minimum sample of 1,600 and a total maximum amount of 2,000. Orders will require a minimum of 22 samples per cell and maximum of 300 samples per cell.

B.2 Continued**2002**

States	Waves	Minimum/cell
10 states (Massachusetts - Delaware, Virginia - North Carolina, & Georgia)	Waves 5-6 (20 cells)	22
2 states (Maine and New Hampshire)	Wave 5 (2 cells)	22
2 states (Maryland and South Carolina)	Waves 5-6 (4 cells)	0
Puerto Rico	Wave 5 (1 cells)	0
Puerto Rico	Waves 6 (1 cells)	22
U.S. Virgin Islands	Waves 1-6 (6 cells)	0

As specified in the “ordering” clause (FAR Subpart 52.216-18), during any of the survey years **2003-2004**, the Government shall place orders for **charter boat pre-validations** for a minimum of 64 cells and maximum of 80 cells, with a total minimum sample of 2,500 and a total maximum amount of 8,000. Orders will require a minimum of 22 samples per cell and maximum of 300 samples per cell.

2003-2004

States	Waves	Minimum/cell
10 states (Massachusetts - Delaware, Virginia - North Carolina, & Georgia)	Waves 2-6 (50 cells)	1
2 states (Maine and New Hampshire)	Waves 2-5 (8 cells)	1
2 states (Maryland and South Carolina)	Waves 2-6 (10 cells)	0
Puerto Rico	Waves 1-6 (6 cells)	1
U.S. Virgin Islands	Waves 1-6 (6 cells)	0

The Government reserves the right not to order a sample for survey year **2005**. In the event that the Government does place orders during survey year 2005, as specified in the “ordering” clause (FAR Subpart 52.216-18), the Government shall place orders for charter boat pre-validations according to the minimum and maximum amounts set for 2003-2004

B.2 Continued**CHBTS Head Boat Pre-validation - 104B, 204B, 304B, & 404B**

A cell is a state/wave combination. A unit is an observation of the presence/absence of a head boat scheduled to be called in the CHBTS at the end of the sampled week.

The Government expects to implement the CHBTS, including the pre-validation visits, no later than wave 5 of 2002, to allow proper start-up and smooth operations by calendar year 2003. Maryland and South Carolina both have operational mandatory logbooks and the government may need to implement the CHBTS in a different way in those states, therefore their minimums are set at 0. There are no known head boats operating in the South Atlantic, except for South Carolina, or in the U.S. Caribbean.

As specified in the "ordering" clause (FAR Subpart 52.216-18), during the survey year **2002** after CHBTS implementation, the Government shall place orders for **head boat pre-validations** for a minimum of 16 cells and maximum of 20 cells, with a total minimum sample of 500 and a total maximum amount of 800. Orders will require a minimum of 24 samples per cell and maximum of 100 samples per cell.

2002

States	Waves	Minimum/cell
7 states (Massachusetts - Delaware & Virginia)	Waves 5-6 (14 cells)	24
2 states (Maine and New Hampshire)	Wave 5 (2 cells)	24
2 states (Maryland and South Carolina)	Waves 5-6 (4 cells)	0

B.2 Continued

As specified in the “ordering” clause (FAR Subpart 52.216-18), during any of the survey years **2003-2004**, the Government shall place orders for **head boat pre-validations** for a minimum of 43 cells and maximum of 53 cells, with a total minimum sample of 1,250 and a total maximum amount of 2,500. Orders will require a minimum of 24 samples per cell and maximum of 100 samples per cell.

2003-2004

States	Waves	Minimum/cell
7 states (Massachusetts - Delaware & Virginia)	Waves 2-6 (35 cells)	24
2 states (Maine and New Hampshire)	Wave 2-5 (8 cells)	24
2 states (Maryland and South Carolina)	Waves 2-6 (10 cells)	0

The Government reserves the right not to order a sample for survey year 2005. In the event that the Government does place orders during survey year 2005, as specified in the “ordering” clause (FAR Subpart 52.216-18), the Government shall place orders according to the minimum and maximum amounts set for 2003-2004.

Intercept Economic Add-On - 205 & 305

A cell is a state/wave/mode combination. In the Northeast Region and South Atlantic (North Carolina through Georgia), a unit consists of an attempt to conduct the Intercept economic add-on at the end of each Intercept Interview as well as conduct of the follow-up telephone interview for all respondents who agreed to participate and can be reached. For East Florida and the Gulf of Mexico, the Gulf States Marine Fisheries Commission will be collecting the Intercept Add-Ons and providing the names and numbers for the telephone follow-up to the contractor. Therefore a sampling unit includes only conduct of the follow-up telephone interview for all respondents who agreed to participate and can be reached. Since there is no way to predict cooperation rates, the sample sizes are based simply on the total sample sizes for the Intercept Survey. Because the government sees value in higher samples sizes for economic modeling, if the ACCSP Northeast Intercept Add-On is funded, the government may also order the economic add-on for those additional samples.

B.2 Continued.

As specified in the “ordering” clause (FAR Subpart 52.216-18), during the survey year **2003**, the Government shall place orders for the **Northeast Economic Add-On** for a minimum of 48 cells and maximum of 48 cells, with a total minimum sample of 15,000 and a total maximum amount of 32,000. Orders will require a minimum of 30 samples per cell and the same maximums shown for 2003ABCD.

2003

States	3 Modes X Waves = cells	Minimum/cell
8 states (Massachusetts - Virginia)	Waves 2-6 (120 cells)	30 - Shore & Private Boat 45 - Charter and Head Boats
2 states (Maine-New Hampshire)	Waves 2*-5 (8 cells)	30 - Shore & Private Boats 45 - Charter and Head Boats

* Sampling in wave 2 will be for charter and head boats only.

As specified in the “ordering” clause (FAR Subpart 52.216-18), during the survey year **2004**, the Government shall place orders for the **Southeast Region Economic Add-On** for a minimum of 153 cells and maximum of 171 cells, with a total minimum sample of 45,000 and a total maximum amount of 50,000. Orders will require the same minimums and maximums shown for 2003ABCD.

2004

States	3 Modes X Waves = cells	Minimum/cell
3 states (North Carolina - Georgia)	Waves 2-6 (45 cells)	30 - Shore & Private Boats 45 - Charter Boats 45 - Head Boats if sampled in SC
6 states (Puerto Rico, East Florida - Louisiana**)	Waves 1-6 (108 cells)	30 - Shore & Private Boats 45 - Charter Boats
1 state (U.S. Virgin Islands)	Waves 1-6 (18 cells)	30 - Shore & Private Boats 45 - Charter Boats

** East Florida and West Florida are 2 states for the purpose of the MRFSS.

State Add-Ons

The contractor shall also provide the proposed pricing for state-funded add-ons to the intercept sampling, if they plan to offer per unit prices different from those in this contract. State add-ons are expected only for CLIN's 100ABC, 200ABCD, 300ABCD, and 400ABCD.

State Sub-Contracting

The contractor shall also provide the proposed pricing for either the “hold back” for the contractor or the “pass-through” for states who sub-contract to conduct the field sampling components of CLINs 100ABC, 200ABCD, 300ABCD, 400ABCD, 102-402, 103-403, 104AB-404AB, 205 and 305. Hold-back is the amount of each per-unit price the contractor would keep to cover the administrative operation of the MRFSS Intercept Survey tasks, such as drawing sample, data entry, quality control and delivering data and reports to the Government. Pass-through is the opposite of “hold-back” and is what the contractor would propose paying state sub-contractors for their field work. The sum of the pass-through and hold-back should equal the per-unit cost of a CLIN item. The government has no preference as to which is provided; however, all offerors should specify which unit they are using.

All offerors should also state their assumptions concerning what is included in the hold-back or pass-through. For example, some states such as Maine and North Carolina have been conducting the MRFSS Intercept sampling for years and are capable of providing training for their own interviewers. States who are new to sub-contracting may need initial training to be provided by the contractor. Since some of these assumptions and actual costs may change, the rates negotiated with individual states may vary from those provided in this contract. The variance is expected to be minor and justifiable. The Government will provide the proposed amount of hold-back/pass-through and the applicable price sheets to interested states for their use in negotiating their sub-contracts.

All offerors also should specify their per-unit charges (similar to hold-back) for additional samples that states may collect above that ordered by the Government. This should be similar to the hold-back. This only needs to be provided if the offeror is considering different per-unit costs from the base level of sampling (for example if they expect economies of scale), or if the contractor is providing pass-through rather than hold-back.

B.3 ESTIMATED QUANTITIES

For pricing and evaluation purposes, the sample sizes are the expected amounts shown in Pricing Tables 1-36 in Section B.4. These sample sizes represent NOAA's current estimate of quantities to be ordered by the Government. These quantities are estimates only, and the Government shall not be obligated to order these quantities. However, the Government shall order at least the total number of interviews designated in Section B.2 as the minimum quantity. Similarly, the Government shall not order more than the total number of interviews designated in Section B.2. as the maximum quantity. (Refer to Section M.5, Determination of Probable Cost to the Government.)

B.4 SCHEDULE OF PRICES

This pricing schedule sets forth the prices applicable to the services to be furnished by the Contractor(s) under this contract as ordered by the Government pursuant to the "Ordering" clause (FAR Subpart 52.216-18) incorporated by reference under Section I.1 of this contract.

NOTE: The offeror shall fill in its proposed per-unit prices to the nearest cent in the spreadsheet files that are downloadable from the acquisition web site [HTTP://WWW.RDC.NOAA.GOV/~AMD/SOLINDEX.HTML](http://www.RDC.NOAA.GOV/~AMD/SOLINDEX.HTML). There are two files: one contains Price Sheets 1-36 for the CLINs, and the other is for the per-unit costs for state-funded add-ons (if different from those in the first spreadsheet) and for state sub-contracting pass-through or hold-back. The spreadsheets are also available on diskette upon request to P. L. Artis, Contract Specialist, at 301-713-0823.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.I 1352.211-70 STATEMENT OF WORK/SPECIFICATIONS (MARCH 2000)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications referenced as **Attachment J.1.1** for the Intercept Survey Portion of the Marine Recreational Fisheries Statistics Survey (MRFSS).

SECTION D - PACKAGING AND MARKING

D.1 1352.247-70 PACKING FOR DOMESTIC SHIPMENT

Material shall be packed for shipment in such a manner that will ensure acceptance by common carriers and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.

D.2 1352.247-72 Marking Deliverables (March 2000)

The contract number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the contract, except for reports.

Mark deliverables, except for reports, for:

(to be completed at contract award).

SECTION E - INSPECTION AND ACCEPTANCE**E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: [HTTP://WWW.ARNET.GOV](http://www.arnet.gov)

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

II. CITATION	TITLE	DATE
52.246-4	INSPECTION OF SERVICES -- FIXED-PRICE	AUG 1996

E.2 INSPECTION AND ACCEPTANCE (DESTINATION)

Inspection and acceptance of the supplies or services to be furnished under the contract shall be made at destination by the Contracting Officer's Technical Representative (COTR) or his designee.

E.2 INSPECTION (EVALUATION DURING PERFORMANCE)

The Government, through any authorized representative, shall have the right, at all reasonable times, to inspect, or otherwise evaluate the work performed or being performed under the contract, and the premises on which it is being performed.

If any inspection, or evaluation is made by the Government on the premises of the contractor or a subcontractor, the contractor shall provide and shall require his subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the Government representatives in the performance of their duties. All inspections and evaluations will be performed in such a manner as will not unduly delay the work.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: [HTTP://WWW.ARNET.GOV](http://www.arnet.gov)

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

II. CITATION	TITLE	DATE
52.242-15	STOP-WORK ORDER ALTERNATE I (APR 1984)	AUG 1989
52.247-34	F.O.B. DESTINATION	NOV 1991

F.2 PERIOD OF PERFORMANCE

The period of performance for this contract shall be from the effective date of the contract through March 31, 2006. As a result of the time required at the end of each wave to prepare a progress report and the final summary report of the data collection procedures and results due at the conclusion of each contract period, there is a 3-month overlap in the period of performance for each successive contract period.

The 2002-2005 intercept surveys will be conducted at two-month intervals, with each of the six intervals (referred to as a Wave) to collect data for the previous two-month period. For example, Wave 1 of the intercept survey will be conducted in the last week of February 2002 and the first week of March 2002 to cover fishing activities during January and February of 2002. ***(Refer to Section F.3, Time of Delivery for data collection schedule for each period.)***

F.3 TIME OF DELIVERY

- (A) The Government requires collection of all required data to be made according to the following schedule:

REQUIRED DATA COLLECTION AND DELIVERY SCHEDULE

Wave	Sampling Period	Beginning Date for Intercept Survey	Completion Date for Intercept Survey
1	Jan-Feb	Feb 22	Mar 7
2	Mar-Apr	Apr 24	May 7
3	May-Jun	Jun 24	July 7
4	Jul-Aug	Aug 25	Sep 7
5	Sep-Oct	Oct 25	Nov 7
6	Nov-Dec	Dec 26	Jan 8

- (B) The Government requires delivery of all required data sets (refer to Section C.8 of the Statement of Work, Attachment J.1.1) to be made according to the following schedule:

Wave	Sampling Period	Data Files	Wave Reports
1	Jan-Feb	Mar 28 (2002, 2003, 2004, 2005)	Apr 4 (2002, 2003, 2004, 2005)
2	Mar-Apr	May 28 (2002, 2003, 2004, 2005)	Jun 4 (2002, 2003, 2004, 2005)
3	May-Jun	Jul 29 (2002, 2003, 2004, 2005)	Aug 5 (2002, 2003, 2004, 2005)
4	Jul-Aug	Sep 30 (2002, 2003, 2004, 2005)	Oct 4 (2002, 2003, 2004, 2005)
5	Sep-Oct	Nov 28 (2002, 2003, 2004, 2005)	Dec 5 (2002, 2003, 2004, 2005)
6	Nov-Dec	Jan 28 (2002, 2003, 2004, 2005)	Feb 4 (2002, 2003, 2004, 2005)
End of Year			Mar 31 (2003, 2004, 2005, 2006) (Annual Report)

NMFS will consider delivery by the Contractor through ftp and/or email transmission acceptable for magnetic media; however if constant problems are encountered with networks and such transmission, physical delivery (mail diskette, etc.) will be required at no additional cost to the Government.

F.4 REPORTS

(a) Wave Reports_

As specified in Sections C.9.1 of the Statement of Work (Attachment J.1.1), the Intercept Contractor shall prepare a report on its tasks, including any recommendations for procedural changes, at the end of each wave. The required delivery dates are specified above in Section F.3.

(b)___Final Documentation

The Intercept Contractor shall provide the following to NMFS:

1. Three (3) bound copies and 1 magnetic file (word processing file and/or spreadsheet tables) of the final report on the data collection procedures and results. A description of the coding and editing procedures, as well as quality control measures, must be included. Annual summaries of all data in tables found in the wave reports shall be included. The reports should include a detailed presentation of the work involved to facilitate completion of the survey and the results; include examples of all data collection forms, instructions to interviewers and any sample allocation and quality control software utilized. **The final report shall be due on March 31 following the conclusion of data collection for each contract period.**
2. Three (3) executive summary reports of the data collection procedures and results.
3. Magnetic file of all editing programs for the intercept survey data must be provided.
4. 3 copies and magnetic file (word processing software) of all manuals, forms, and procedures used in each year of the survey, including any revisions.
5. 3 copies of all versions of CATI interviewing programs used during the year, with electronic documentation listing periods and scope of usage for each version.
6. Any other software developed for tracking of assignments, quota monitoring, etc.

F.5 DELIVERY LOCATION

The Contractor shall ship all deliverable items to:

U.S. Department of Commerce/NOAA/NMFS
MRFSS Program Manager
F/ST1, SSMC3, Room 12455
1315 East-West Highway
Silver Spring, MD 20910

ATTN: (to be completed at the time of contract award)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACT MANAGEMENT

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government points of contact during performance of the contract:

(a) Contracting Officer's Technical Representative

A Contracting Officer's Technical Representative (COTR) and an Alternate COTR have been designated on authority of the Contracting Officer (see Section G.2) to monitor all technical aspects and assist in administration of the contract. The types of actions within the purview of the authority of the COTR and Alternate COTR are to assure that the Contractor performs the technical requirements of the contract; to perform or cause to be performed inspections necessary in connection with performance of the contract; to maintain both written and oral communications with the Contractor concerning the aspects of the contract within their purview; to issue written interpretations of technical requirements of Government specifications; to monitor the Contractor's performance under the contract and notify the Contractor and Contracting Officer of any deficiencies observed; and to coordinate Government furnished property availability. At no time may the COTR effect changes to the contract which would result in a modification to the scope of work; changes in cost or price totals or estimates; changes in delivery dates; or changes in any other mutually agreed upon term or provision of the contract.

(b) Contracting Officer

All contract administration will be effected by the Contracting Officer, address as shown on the face page of this contract. Communications pertaining to contract administration matters will be addressed to the Contracting Officer. No changes in or deviation from the scope of work shall be effected without written notice from the Contracting Officer authorizing such changes.

G.2 1352.201-70 CONTRACTING OFFICER'S AUTHORITY (MARCH 2000)

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

G.3 1352.201-71 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (MARCH 2000)

a. (to be completed at contract award) is hereby designated as the Contracting Officer's Technical Representative (COTR). The COTR may be changed at any time by the Government without prior notice to the Contractor by a unilateral modification to the Contract. The COTR is located at:

(to be completed at contract award)

b. The responsibilities and limitations of the COTR are as follows:

(1) The COTR is responsible for the technical aspects of the project and serves as technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.

(2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the Contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COTR may designate assistant COTR(s) to act for the COTR by naming such assistant(s) in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

G.4 1352.216-76 PLACEMENT OF ORDERS (MARCH 2000)

The Contractor shall provide services under this Contract only as directed in Delivery Orders. In accordance with FAR 16.505, each order will include:

- (i) Date of order.
- (ii) Contract number and order number.
- (iii) Item number and description, quantity, and unit price or estimated cost or fee.
- (iv) Delivery or performance date.
- (v) Place of delivery or performance (including consignee).
- (vi) Packaging, packing, and shipping instructions, if any.
- (vii) Accounting and appropriation data.
- (viii) Method of payment and payment office, if not specified in the contract.
- (ix) Any other pertinent information.

In accordance with FAR 52.216-18, ORDERING, incorporated by reference under Section "I" of this contract, the cognizant NOAA General Contracts Branch Contracting Officer is the authorized ordering officer for this contract.

G.5 FUNDS AVAILABLE

The total amount presently available for performance of this contract is **(to be completed at contract award)**. It is estimated that these funds will cover work through **(to be completed at contract award)**. It is specifically agreed and understood that the Contractor shall only be paid for effort which has been authorized by Delivery Order issued hereunder and expended in the performance of such Delivery Order.

Further, it is specifically agreed and understood that the minimum and maximum quantities applicable to each survey period shall be as set forth in Section B. Notwithstanding anything in this contract to the contrary, the Government shall have no obligation to reimburse the Contractor in excess of the total amount presently available for performance of this contract, as set forth in this clause. The Contractor shall have no obligation to perform a Delivery Order if performance of such Delivery Order would exceed the total amount presently available for performance of this contract.

The Government may increase the total amount available for performance of this contract. Such increase shall be executed by a formal written modification to the contract signed by the Contracting Officer.

G.6 SUBMISSION OF INVOICES

Invoices (and progress payment requests) shall be submitted in an original and two (2) copies to the Contracting Officer's Technical Representative at the address set forth in Section G.3. To constitute a proper invoice, the invoice must include the information called for by the Section I clause entitled "Prompt Payment".

SECTION H - SPECIAL CONTRACT REQUIREMENT

H.1 1352.209-71 ORGANIZATIONAL CONFLICT OF INTEREST (MARCH 2000)

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor make will a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(c) Remedies - The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor for Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert provisions which shall conform substantially to the language of this clause, including the paragraph (d), in any subcontract of consultant agreement hereunder.

H.2 1352.219-1 WOMEN-OWNED SMALL BUSINESS SOURCES (MAY 1985)

The contractor agrees to develop a list of qualified bidders that are women-owned small businesses. The Small Business Administration Procurement and Automated Source System (PASS) and the Minority Vendor Profile System (MVPS) may be used for this purpose. The contractor may contact the Department of Commerce, Office of Small and Disadvantaged Business Utilization (OSDBU) for assistance.

H.2 (Continued)

The contractor shall provide opportunities for women-owned small businesses to compete for subcontracts by making information on forthcoming opportunities available.

Where the clause “Small Business and Small Disadvantaged Business Subcontracting plan” is required in accordance with FAR 19.708(b), the contractor shall include qualified women-owned small businesses in the subcontracting plan.

H.3 1352.237-73 KEY PERSONNEL (MARCH 2000)

(a) The Contractor shall assign to this contract the following key personnel:

<u>(to be completed at contract award)</u>	<u>Principal Investigator</u>
Name	Title
<u>(to be completed at contract award)</u>	<u>Program Manager (day to day ops)</u>
Name	Title
<u>(to be completed at contract award)</u>	<u>Fishery Biologist(s) (day to day ops & QA/QC)</u>
Name	Title
<u>(to be completed at contract award)</u>	<u>Lead Telephone Supervisor (Floor Mgr.)</u>
Name	Title
<u>(to be completed at contract award)</u>	<u>Lead Trainer</u>
Name	Title

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

H.4 GOVERNMENT DATA SUPPLIED TO THE CONTRACTOR

During the course of this contract, the Contractor shall have access to Government data relevant to this project, as required. Any information, not previously published, received from the Government in connection with this contract, or furnished to the Contractor from other sources in response to the Government's requirements under this contract, will be restricted to this project, and may not be disclosed or used for any other purpose, without the prior written approval of the Contracting Officer. The restrictions do not apply to information which:

- (a) Currently or subsequently enters the public domain;
- (b) Has been released to any third party, without restrictions; or
- (c) Is obtained by the Contractor independent of the Government.

Title to all Government data furnished to the Contractor in connection with this contract shall remain with the Government.

H.5 CONFIDENTIALITY OF DATA COLLECTION

The data collected shall be used only for statistical purposes, and will be available in identifiable form only to the NMFS and its Contractors except as otherwise required by law. All requirements of the Privacy Act of 1974 (P.L. 93-579) concerning the collection and use of identifiable information for individuals will be observed. All contractor staff who have access to confidential data shall read and sign non-disclosure forms before actual conduct of the survey work. The signed non-disclosure forms will be provided to MRFSS staff.

H.6 RELEASE OF DATA

All data collected during the performance of this contract shall be considered as "confidential and proprietary" Any release of data to any individual or organization shall be subject to review and prior approval by the Contracting Officer and the National Marine Fisheries Service.

H.7 1352.231-70 DUPLICATION OF EFFORT (MARCH 2000)

The Contractor hereby certifies that costs for work to be performed under this contract and any subcontract hereunder are not duplicative of any costs charged against any other Government contract, subcontract or other Government source. The Contractor agrees to advise the Contracting Officer, in writing, of any other Government contract or subcontract it has performed or is performing which involves work directly related to the purpose of this contract. The Contractor also certifies and agrees that any and all work performed under the contract shall be directly and exclusively for the use and benefit of the Government, not incidental to any other work, pursuit, research or purpose of the Contractor whose responsibility it will be to account for it accordingly.

H.8 NOTICE TO THE GOVERNMENT OF DELAYS

In the event the Contractor encounters difficulty in meeting performance requirements, or when it anticipates difficulty in complying with contract delivery schedule or date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer and the Contracting Officer's Technical Representative, in writing, giving pertinent details, provided, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date or of any rights or remedies provided by law or under this contract.

H.9 UNDERSTANDING RELATIVE TO AVAILABILITY OF FUNDS

It is hereby agreed and understood that the issuance of Delivery Orders to this contract may be subject to the Availability of Funds. Pursuant to FAR clauses 52.232-18 entitled "Availability of Funds" and 52.232-19 entitled "Availability of Funds for the Next Fiscal Year" the Government's obligation to order the Minimum Sampling for Survey Year 2002 (Section B.2) is contingent upon the availability of Fiscal Year 2001 and 2002 appropriated funds. Similarly, if Fiscal Year 2002 appropriated funds are insufficient, the Government's obligation to order the Minimum Sampling for Survey Year 2003 (Section B.2) is contingent upon the availability of Fiscal Year 2003 appropriated funds. And, if Fiscal Year 2003 appropriated funds are insufficient, the Government's obligation to order the Minimum Sampling for Survey Year 2004 (Section B.2) is contingent upon the availability of Fiscal Year 2004 appropriated funds.

H.10 SUBCONTRACT APPROVAL

If any of the telephone components of the MRFSS are to be conducted by a subcontractor to the main Contractor, NMFS requires prior approval of any changes of subcontractors at least 90 days prior to a new contractors assumption of conduct of the survey. A change in subcontractors may only occur at the beginning of a wave.

H.11 SUBCONTRACTING WITH STATE GOVERNMENTS

Unless expressly authorized, in writing, by the Contracting Officer, the Contractor shall not charge states or interstate fisheries commissions per-unit prices greater than the per-unit prices set forth in this contract in the event that states or interstate fisheries commission contract with the Contractor for additional sample during the term of this contract.

The Contractor will provide costs for each state associated with additional samples paid for by states or interstate fisheries commissions, if there are thought to be differences from the per unit prices provided to the federal government.

H.13 1352.209-73 COMPLIANCE WITH THE LAWS (MARCH 2000)

The Contractor shall comply with all applicable laws and rules and regulations having the force of law which deal with or relate to performance hereunder or the employment by the Contractor of the employees.

H.14 1352.208-70 PRINTING (MARCH 2000)

Unless otherwise specified in this contract, the Contractor shall not engage in, or subcontract for, any printing (as that term is defined in Title I of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with performing under this contract. Provided, however, that performing a requirement under this contract involving the duplicating of less than 5,000 units of only one page, or less than 25,000 units in the aggregate of multiple pages, such pages not exceeding a maximum image size of 10 and 3/4 inches by 14 and 1/4 inches, will not be deemed printing.

H.15 1352.252.70 REGULATORY NOTICE (MARCH 2000)

Contractors are advised that certain provisions and clauses identified with a Commerce Acquisition Regulation (CAR) notation for identification purposes, have not yet been incorporated into the CAR. However, all of these items are binding for this acquisition and will eventually be contained in the CAR at Part 13 of Title 48 of the Code of Federal Regulations.

H.16 1352.209-72 RESTRICTIONS AGAINST DISCLOSURE (MARCH 2000)

a. The Contractor agrees, in the performance of this contract, to keep the information furnished by the Government and designated by the Contracting Officer of Contracting Officer's Technical Representative in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify the Contracting Officer in writing in the event that the Contractor determines or has reason to suspect a breach of this requirement.

b. The Contractor agrees that it will not disclose any information described in subsection a to any persons or individual unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

H.17 1352.233-70 HARMLESS FROM LIABILITY (MARCH 2000)

The Contractor shall hold and save the Government, its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses to which they may be subject, for or on account of any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract, arising or resulting in whole or in part from the fault, negligence, wrongful act or wrongful omission of the contractor, or any subcontractor, their employees, and agents.

PART II - CONTRACT CLAUSES
SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: **[HTTP://WWW.ARNET.GOV/FAR/](http://WWW.ARNET.GOV/FAR/)**.

- I. The following Federal Acquisition Regulation (FAR) clauses are hereby incorporated by reference.

CITATION	TITLE	DATE
52.202-1	DEFINITIONS	MAY 2001
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.216-22	INDEFINITE QUANTITY	OCT 1995

I.1 (Continued)

52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2000
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (OCT 2000)	OCT 2000
52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN 1999
52.219-23	NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS ALT I (OCT 1998) para (b), <u>10%</u> para (c), "_____ Offeror elects to waive the adjustment."	OCT 1999
52.222-3	CONVICT LABOR	AUG 1996
52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	FEB 2001
52.222-26	EQUAL OPPORTUNITY	FEB 1999
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR 1998
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS	JAN 1999
52.222-41	AND VETERANS OF THE VIETNAM ERA SERVICE CONTRACT ACT OF 1965, AS AMENDED	MAY 1989
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	MAY 1989
52.222-49	SERVICE CONTRACT ACT--PLACE OF PERFORMANCE UNKNOWN	MAY 1989
	paragraph (a) Nationwide	
	paragraph (b) 5:00 p.m., EDT, 14th calendar day after RFP issuance	
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.223-6	DRUG-FREE WORKPLACE	JAN 1997
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT 2000
52.225-5	TRADE AGREEMENTS	APR 2000
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL 2000

I.1 (Continued)

52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG1996
52.227-17	RIGHTS IN DATA – SPECIAL WORKS	JUN 1987
52.227-23	PATENT INDEMNITY	JUN 1987
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN 1991
52.229-5	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR 1984
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY 1997
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR “September 30, 2003; “September 30, 2003	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	JUN 1997
52.232-33	PYAMENT BY ELECTRONIC TRANSFER-- CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.233-1	DISPUTES	OCT 1995
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES--FIXED-PRICE (Alternate II)	AUG 1987 APR 1984
52.244-2	SUBCONTRACTS	AUG 1998
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)	DEC 1989
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	MAR 1989
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP 1996
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984

I.2 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through thirty-six months after the effective date of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.3 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **(to be completed at contract award)** [insert dollar figure or quantity], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of the Maximum Sampling Level during Survey Year 2002; or the Maximum Sampling Level for Survey Year 2003; or the Maximum Sampling Level for Survey Year 2004, or the Maximum Sampling Level for Survey Year 2005, as applicable.

(2) Any order for a combination of items in excess of the Maximum Sampling Level during Survey Year 2002; or the Maximum Sampling Level for Year 2003; or the Maximum Sampling Level for Survey Year 2004, or the Maximum Sampling Level for Survey Year 2005, as applicable; or

(3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

I.3 (Continued)

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.4 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE
DETERMINATION.

Employee Class	Monetary Wage - Fringe Benefits
Survey Worker (Interviewer)	GS-5, Step 4

I.5 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (APR 1998)

(a) Definitions.

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

I.5 (Continued)

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));
- (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS THAT ARE HEREBY MADE A PART OF THIS SOLICITATION AND ANY RESULTANT CONTRACT**J.1.1 STATEMENT OF WORK, INTERCEPT PORTION OF THE MARINE RECREATIONAL FISHERY STATISTICS SURVEY** (162 pages)**J.1.2 TABLES TO THE STATEMENT OF WORK**

Table 1.	Entities Responsible for Various Tasks Comprising the 2002-2005 MRFSS, by year	(pages)
Table 2.	Approximate Intercept Interview Quotas by State, Wave, and Mode	(pages)
Table 3.	Atlantic Coastal Cooperative Statistics Program 2001 Intercept Northeast Region Add-On by State, Wave and Mode	(pages)
Table 4.	Response Rates to Economic Expenditure Intercept Add-ons and Telephone Follow-ups to Marine Recreational Fisheries Statistics Survey Intercept Interviews and the Telephone Follow-ups: 1998 Northeast, 1999 Southeast, and 2000 Pacific Studies	(pages)
Table 5.	Estimated Numbers of Charter and Head Boats by State	(pages)
Table 6.	Charter and Head Boat Sampling Weeks by Wave, 2002-2005	(pages)

J.1.3 APPENDICES TO THE STATEMENT OF WORK

Appendix A.	Country, State and County codes for all states	(23 pages)
Appendix B.	Coastal Counties Included in the Dialing Frame	(6 pages)
Appendix C.	Coastal Counties with Saltwater Coastline	(9 pages)
Appendix D.	Privacy Act Statement	(2 pages)
Appendix E.	Site Register Example South Carolina Master List 2000	(20 pages)
Appendix F.	MRFSS Intercept and CHBTS Surveys Data Set Formats, Variables, and Codes	(27 pages)
Appendix G.	Forms Used for the MRFSS Intercept Survey	(2 pages)
Appendix H.	Sample Selection Programs	(3 pages)
Appendix I.	Letter From NMFS to Anglers	(2 pages)
Appendix J.	Alphabetical Listing of Local Finfish Names	(9 pages)
Appendix K.	Fishdump Example	(16 pages)

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER
STATEMENTS OF OFFERORS

**K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION
(APR 1985)**

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

K.1 (Continued)

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

K.2 (Continued)

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.3 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

K.3 (Continued)

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(f) Common parent.

K.3 (Continued)

[] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

[] Name and TIN of common parent:

Name _____

TIN _____

**K.4 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)
(MAY 1999)**

(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it [] is a women-owned business concern.

**K.5 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR
2001)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

K.5 (Continued)

(B) Have [] have not [], within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; [This language stayed indefinitely. Please use paragraph (a)(1)(i)(D) below.]

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and [This language stayed indefinitely. Please use paragraph (a)(1)(i)(E) below.]

(D) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(E) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

(ii)(A) [This paragraph (a)(1)(ii) is stayed indefinitely.] The offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has [] has not [] within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--

(1) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or

(2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

K.5 (Continued)

(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.6 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance Name and Address of Owner (Street Address, City, and Operator of the Plant State, County, Zip Code) or Facility if Other than Offeror or Respondent)

K.7 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **541710**.

(2) The small business size standard is **500 employees**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

K.7 (Continued)

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

K.7 (Continued)

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.8 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

(a) It [] has, [] has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.9 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that--

(a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or;

(b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.10 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

K.10 (Continued)

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.11 CERTIFICATION

I hereby certify that the responses to the above Certifications, Representations, and other statements of the offeror are accurate and complete.

Signature _____

Title _____

Date _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND
NOTICES TO OFFERORS

**L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
(FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

WWW.ARNET.GOV

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

NUMBER	TITLE	DATE
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN 1999
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991
52.215-1	INSTRUCTIONS TO OFFERORS— COMPETITIVE ACQUISITION	FEB 2000
52.215-16	FACILITIES CAPITAL COST OF MONEY	OCT 1997

L.2 1352.252-71 REGULATORY NOTICE (MARCH 2000)

Offerors are advised that certain provisions and clauses identified with a Commerce Acquisition Regulation (CAR) notation for identification purposes, have not yet been incorporated into the CAR. However, all of these items are binding for this acquisition and will eventually be contained in the CAR at Part 13 of Title 48 of the Code of Federal Regulations.

L.3 SET-ASIDE INFORMATION

This solicitation includes the following set-aside criteria:

- (a) Percent of the set-aside: 0%
- (b) Type of set-aside: None

L.4 1352.215-73 INQUIRIES (MARCH 2000)

Offerors must submit all questions concerning this solicitation in writing to the Contracting Officer. They must be received no later than fifteen calendar days after the date of this solicitation. All responses to the questions will be made in writing and included in an amendment to the solicitation.

L.5 RESERVED

L.6 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of one indefinite-quantity contract with firm-fixed unit prices resulting from this solicitation.

L.7 NEGOTIATIONS

To the extent deemed necessary by the Government, negotiations will be conducted with the offeror resulting from this solicitation. However, the offeror is cautioned to submit his/her proposal on the most favorable basis as to price or delivery, since the Government may elect to make an award without further discussions or negotiations.

L.8 INSTRUCTIONS FOR PROPOSAL SUBMISSION AND PRESENTATION

Proposals will consist of a written document and an oral presentation. Each is discussed below.

I. Written Portion of Proposal**A. Format**

The written portion of the proposal shall be submitted such that it is received not later than the hour and date specified for receipt of offers in Block 9 of the Standard Form 33 which serves as the first page of this solicitation. The written portion of the proposal shall be submitted in three separately bound sections as follows:

Section I Offer Terms and Administrative Information, and a magnetic copy of the per unit pricing schedule.
(One original plus two copies required)

Section II Technical Capability Information
(One original plus seven copies required)

Neither electronic nor facsimile submission of the written portion of the proposal is permitted, except for the magnetic copy of the per unit pricing schedule. Paper copies of the per-unit pricing schedule must also be included in Section 1.

L.8 (Continued)**B. Content****Section I. Offer Terms and Administrative Information**

This part of the proposal shall consist of:

a. Standard Form 33

The offeror shall complete and submit Blocks 12 through 18 of the Standard Form 33.

b. Section B.4 Pricing Schedule

The offeror shall fill in its proposed Estimated Per-Unit Prices for each of Contract Line Item Numbers (CLINs) 100, 101, 102, 200, 201, 202, 203, 300, and 301. The Government will provide standardized spreadsheets on diskette and on the web site for offerors to enter costs in order to speed evaluations. Per unit prices should be entered only to the nearest cent. Offerors are responsible for ensuring that the equations in cells for subtotals and totals are correct. Offerors will be required to provide magnetic copies of costs using the standard forms, as well as hard copies in Section I of the written proposal.

The pricing for CLIN 100, 200, and 300 (2002-2004 RDD Telephone Surveys) shall be based on the estimated sample sizes found in Table C.1, which are also included in the price per unit spreadsheets. Prices for cells where samples have not been recently ordered (wave 1 for Atlantic coast and waves 2 and 6 for Maine and New Hampshire) should be provided by offerors but will not be used in the cost evaluation. Probable sample sizes for those cells are also provided in the price sheet.

The pricing for CLIN 101 (2002 RDD Economic Add-on) shall be based on the estimated sample sizes found in Table 1 for the Northeast Region (Maine-Virginia), which are also included in the price per unit spreadsheet. Prices for cells where samples have not been recently ordered (wave 1 for Atlantic coast and waves 2 and 6 for Maine and New Hampshire) should be provided by offerors but will not be used in the cost evaluation. Probable sample sizes for those cells are also provided in the price sheet.

The pricing for CLIN 102, 201, and 301 (2002-2004 CHBTS Telephone Survey) shall be based on the estimated sample sizes found in Table 6, which are also

L.8 (Continued)

included in the price per unit spreadsheet. Prices for cells where samples have not been recently ordered (wave 1 for Atlantic coast and wave 6 for Maine and New Hampshire) should be provided by offerors but will not be used in the cost evaluation. Probable sample sizes for those cells are also provided in the price sheet.

The pricing for CLIN 202 (2003 CHBTS Economic Add-on - Annual Survey) shall be based on the estimated sample sizes found in Table 7, which are also included in the price per unit spreadsheet.

The pricing for CLIN 203 (2003 CHBTS Economic Add-on - Trip-Level Survey) shall be based on the estimated sample sizes found in Table 6, which are also included in the price per unit spreadsheet. Prices for cells where samples have not been recently ordered (wave 1 for Atlantic coast and waves 6 for Maine and New Hampshire) should be provided by offerors but will not be used in the cost evaluation. Sample sizes for those cells are also provided in the price sheet.

c. Section H

The offeror shall complete Section H.3.

d. Section I.1 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS

An offeror that is a small disadvantaged business concern, as defined in Paragraph (a) of Section I.1, shall complete paragraph (c) of 52.219-23 if it elects to waive the evaluation adjustment set forth in 52.219-23.

e. Section K

The offeror shall complete Section K.

f. Solicitation Amendments

The offeror shall acknowledge all Amendments to the solicitation.

L.8 (Continued)**g. Past Performance Information - Support of Government-Sponsored Socio-Economic Programs**

Note: This section of the proposal is not required for offerors which are small businesses.

The offeror shall address the support it has provided for Government-sponsored socio-economic programs over the last three years. The offeror shall include whatever information it considers would be of value to the Government in assessing the offeror's degree of support for Government-sponsored socio-economic programs. At a minimum, the offeror shall identify (1) the total amount of subcontracted dollars for each of the three contracts which the offeror identified as references in the proposal section pertaining to Past Performance Information relating to Technical Capabilities and (2) the percentage of these subcontracted dollars which were distributed to (a) small businesses, (b) small disadvantaged businesses, and (c) woman-owned small businesses.

h. Proposed Support for Government-Sponsored Socio-Economic Programs

Note: This section of the proposal is not required for offerors which are small businesses.

The offeror shall identify the steps it proposes to take to support Government-sponsored socio-economic programs on this particular project.

Included in this section of the proposal, the offeror shall provide the Small Business Subcontracting Plan required by Federal Acquisition Regulation Clause 52.219-9, Alternate II, incorporated by reference in Section I.1 of the solicitation. Small Business Subcontracting Plans with zero or token goals are unacceptable. In preparing the plan, the offeror shall consider the following small business subcontracting goals which NOAA intends to achieve this fiscal year.

L.8 (Continued)

Total Awards to Small Business Concerns	50%
Awards to Small Disadvantaged Business Concerns	12%
Awards to Women-Owned Small Business Concerns	8%
Awards to 8(a) Concerns	5%
Awards to HUBZone Concerns	3%
Awards to Services Disabled Veteran Concerns	2%

i. Financial Capability

The offeror shall provide copies of its audited balance sheet and income statement for its most recently completed annual accounting period. If the financial statements have not been audited, the offeror shall provide copies of its unaudited statements.

Section II. Technical and Management Capability Information

This part of the proposal shall consist of:

a. Personnel Qualifications for Key Personnel

The Principal Investigator, Project Manager, CATI Manager(s), Lead Telephone Supervisor (Floor Manager) and Lead Trainer are the key personnel. The Principal Investigator is the company official with primary responsibility for this project. The Project Manager is the position responsible for daily operations. The offeror shall provide the curriculum vitae for the individuals proposed to fill each of these positions. The curriculum vitae should address their technical qualifications and experience in conducting large complex surveys.

If any of these proposed individuals are not presently in the employ of the offeror (or a proposed subcontractor of the offeror), the offeror shall provide a signed letter of commitment from such individual indicating that he/she will join the employ of the offeror (or a proposed subcontractor of the offeror) should the offeror receive a contract in response to this solicitation.

L.8 (Continued)**b. Qualifications for other Positions**

The offeror shall list all positions other than the key personnel, that it proposes for this project and shall identify the minimum qualifications applicable to each other position.

c. Proposed Management Approach

The offeror shall describe its proposed management approach, including its organizational structure (with an organizational chart of all positions), and a table with all staffing levels and labor hours for all staff categories, at the levels necessary to implement the MRFSS Telephone Survey for both the estimated sample sizes, and the maximum levels of sampling.

d. Company Culture / Employee Benefits

The offerors shall describe its corporate culture and employee benefits, in terms of its corporate philosophies and policies for ensuring quality performance, professional advancement and training opportunities, staff flexibility to respond to demands of family life, rewards and recognition, internal communications, availability of technology necessary for job performance, and administrative support.

e. Innovation

The offeror shall provide a description of any proposed innovations to improve the timeliness and/or quality of the MRFSS telephone survey.

f. Transition Process

All offerors (including the incumbent) shall describe their proposed transition process to implement the telephone survey.

Any incumbent (present or past) offerors shall describe their process to incorporate new requirements described in the statement of work and demonstrate their awareness of these new requirements.

L.8 (Continued)**g. Past Performance Information - Technical Capabilities**

Offerors who have had previous experience relative to conduct of any portion of the MRFSS Survey should identify and describe that experience. The offeror should also describe any contract experiences contracting for MRFSS add-ons or other types of projects with the natural resource agencies of coastal states or with interstate fisheries commissions. The offeror shall identify the customer (NMFS MRFSS team, state natural resource agencies, or interstate commissions) for each project, the dollar value of each contract, the contract type, and the period of performance. The offeror shall identify staff that served on any of those projects that are still available to work on the 2002-2004 Telephone Survey.

If relevant, offerors should also describe any contract experiences contracting for MRFSS telephone or intercept add-ons, sub-contracting with states for conduct of the MRFSS Intercept Survey with the natural resource agencies of coastal states or with interstate fisheries commissions. The offeror shall identify the customer (NMFS MRFSS team, state natural resource agencies, or interstate commissions) for each project, the dollar value of each contract, the contract type, and the period of performance. The offeror shall identify staff that served on any of those projects that are still available to work on the 2002-2004 Telephone Survey. The offeror shall identify the customer for each project, the dollar value of each contract, the contract type, and the period of performance. The offeror shall provide the names and telephone numbers of the customer's contractual and technical points-of-contact.

Offerors with no experience conducting the MRFSS, or MRFSS add-ons, shall identify three other projects similar in nature to this project that it has performed within the last three years or is presently performing. The offeror shall describe the technical performance required for each project, including corporate/company experience in conducting large complex telephone surveys, and any experience conducting the MRFSS. The offeror shall identify the customer for each project, the dollar value of each contract, the contract type, and the period of performance. The offeror shall provide the names and telephone numbers of the customer's contractual and technical points-of-contact.

L.8 (Continued)

The Government may contact some or all of the points-of-contact identified by the offeror to obtain past performance information. Additionally, the Government may contact other sources to obtain information on the offeror's past performance

II. Oral Presentation

The offeror shall provide an oral presentation to the Government in order to demonstrate its understanding of, and its ability to satisfy, the work requirements of this project.

The oral presentation shall be made by the individuals which the offeror has proposed as its Principal Investigator, Program Manager, CATI Manager, Lead Trainer (if different from other positions) and Lead Telephone Supervisor. Other personnel in the employ of the offeror (or in the employ of a proposed subcontractor of the offeror) may participate in the oral presentation to a minor degree.

An overly elaborate presentation or presentation material is neither required nor desired. The Government will videotape the oral presentation.

Specific items to be addressed in the oral presentation shall include:

- a. Discussion of the offeror's understanding of the telephone survey components and requirements. In addition, a working knowledge of the overall design of the MRFSS, its goals, and uses of the resulting data should also be demonstrated.
- b. Discussion of the offeror's proposed technical approach to performing the Statement of Work Requirements in the areas of:

Understanding of the MRFSS definitions and scope, including eligibility of respondents

Origin and maintenance of the random digit dialing (RDD) frame

Drawing the initial and subsequent RDD samples in a wave

Origin and maintenance of the Charter and Head Boat Telephone Survey (CHBTS) Frame

Drawing the CHBTS samples in a wave

L.8 (Continued)

Drawing the CHBTS Economic Add-on Annual sample
 Achieving quotas and maintaining tolerance levels for non-response
 RDD Interview Procedures
 CHBTS Interview Procedures
 Economic Interview Procedures - RDD, CHBTS Annual and Trip Level
 Add-ons
 Monitoring of the Data Collection
 Quality Assurance procedures, including silent monitoring, validation and
 call-backs
 Deliverables - data files and reports, and timelines

- c. Discussion of the offeror's proposed management approach, including but not limited to the topics of:

Explanation of CATI system and capabilities
 Discussion of staffing levels and mix to accomplish the requirements of
 the statement of work.
 Discussion of the offeror's qualifications and experience in conducting
 large complex surveys, and the ability to plan and conduct
 complex operational activities.
 Approach to recruiting, training, and supervision of interviewing
 personnel
 Government coordination, including the proposed communications
 strategy between NMFS and the contractor(s)
 Technical planning and control
 Responsibilities and authority
 Standards and procedures

The oral presentation shall consist of a briefing made by the offeror of no more than three hours in duration and a question and answer session of no more than two hours in duration. For the briefing portion of the oral presentation, the offeror will be afforded flexibility in the method of presentation. The Government will provide an overhead projector for use by the offeror during the briefing, if the offeror so desires. If the offeror plans to use computer projection for their presentation, they shall provide their own equipment in order to assure compatibility. The offeror shall not use a font size smaller than 18 on overhead slides or computer presentations. The offeror shall provide to the Contracting Officer at least 1 working day prior to the oral presentation 10 copies of all briefing charts and materials which the offeror plans to present during the briefing.

L.8 (Continued)

During the question and answer session portion of the oral presentation, the offeror shall be prepared to answer questions from the Government concerning its proposal. The Government's questions will be formulated to (a) make certain that the Government understands the offeror's proposal and (b) probe more deeply into the offeror's knowledge. The questions will not constitute discussions within the context of Federal Acquisition Regulation (FAR) 15.306(d), and the offeror shall not use the oral presentation as a means to change any material it has presented as part of its written proposal.

The Government will review the written portion of each proposal received prior to scheduling any oral presentation. Based on its review of the written portion of each proposal, if the Government concludes that one or more offerors do not have a reasonable chance of being selected for contract award, the Government will advise such offeror(s) in writing asking such offeror(s) to voluntarily withdraw. If any such offeror chooses to remain in the competition, the offeror will be afforded the opportunity of making an oral presentation.

The order in which offerors will make their oral presentations will be determined by a random drawing by the Contracting Officer. Once notified of its scheduled presentation date and time, each offeror shall be prepared to complete its presentation on the scheduled date and time. Requests to reschedule will not be considered except under unusual and compelling circumstances.

L.9 1352.215-72 INSTRUCTIONS FOR ORAL PRESENTATIONS (MARCH 2000)

Oral presentations will only be required of those offerors determined to be in the competitive range. The Contracting Officer will contact the offeror to schedule the date and time for oral presentations.

Oral presentations will be conducted at a NOAA facility in Silver Spring, Maryland. No later than four calendar days prior to its scheduled presentation date, each offeror will be notified by the Contracting Officer of the date and time scheduled for its oral presentation, along with the exact location where the oral presentation is to be given. Along with this notification, the Contracting Officer will provide the offeror any necessary additional instructions regarding the oral presentation.

Once a presentation date and time is confirmed, no rescheduling of presentations will be entertained, unless determined necessary by the Government.

L.9 (Continued)

The offeror, at least **two** days prior to its oral presentation, shall provide to the Government four (4) copies each of: presentation outline/briefing charts, list of names, firms, and position titles of those persons participating in the presentation, and any other presentation materials.

Upon completion of the oral presentation, the Government may request clarification of any points addressed in either the written technical proposal or during oral presentation which may require further elaboration. Any such interchange will not necessarily constitute discussion within the meaning of FAR 15.306(d).

L.10 1352.242-71 POST-AWARD CONFERENCE (MARCH 2000)**(A) Incumbent Offerors Post-Award Conference**

If the current incumbent contractor is the successful offeror, a post award conference may be required. It will be scheduled and held within 15 days after the date of contract award. The conference will be held at:

U.S. Department of Commerce, NOAA
AGFS Acquisition Management Division
1305 East West Highway, Sta #7604
Silver Spring, MD 20910

(B) Non-Incumbent Offerors - Post-Award Site Visit

If the contract is awarded to a non-incumbent, or an incumbent with past experience, there will be one preparation site visit of up to five (5) days to review contract requirements, CATI programming of the questionnaire, sample selection procedures, quality control procedures, data base outputs, and reporting requirements. Additionally, there may be one 3-day site visit (at the contractor's plant) during the first dialing period to participate in training and monitoring during the first wave of dialing.

L.11 1352.233-71 SERVICE OF PROTESTS (MAR 2000)

An agency protest may be filed with either (1) the Contracting Officer, or (2) at a level above the Contracting Officer, with the agency Protest Decision Authority. See 64 Fed. Reg. 16,651 (April 6, 1999) (Internet site: <http://oamweb.osc.doc.gov/conops/reflib/alp1296.htm>) for the procedures for filing agency protests at the level above the Contracting Officer (with the Protest Decision Authority).

Agency protests filed with the Contracting Officer shall be sent to the following address:

U.S. Department of Commerce, NOAA
AGFS Acquisition Management Division
ATTN: Edward F. Tennant, Jr., Contracting Officer
General Branch, OFA512
1305 East West Highway, Sta #7604
Silver Spring, MD 20910

If a protest is filed with either the Protest Decision Authority, or with the General Accounting Office (GAO), a complete copy of the protest (including all attachments) shall be served upon both the Contracting Officer and Contract Law Division of the Office of the General Counsel within one day of filing with the Protest Decision Authority or with GAO. Service upon the Contract Law Division shall be made, as follows:

U.S. Department of Commerce
Office of the General Counsel
Contract Law Division--Room 5893
Herbert C. Hoover Building
14th Street and Constitution Avenue, N.W.
Washington, D.C. 20230.
Attn: Jerry Walz, Esquire
FAX: (202) 482-5858

L.12 DEPARTMENT OF COMMERCE AGENCY-LEVEL PROTEST PROCEDURES LEVEL ABOVE THE CONTRACTING OFFICER (DEC 1996)

I. PURPOSE: To implement the requirements of Executive Order No. 12979 and Federal Acquisition Regulation (FAR 33.103).

On October 25, 1995, President Clinton signed Executive Order No. 12979 which directs heads of executive agencies to develop administrative procedures for resolving protests to awards of procurement contracts within their agencies at a level above the contracting officer. Authority to administer procurement-related directives has been delegated within the Department of Commerce through the Chief Financial Officer and Assistant Secretary for Administration to the Director for Acquisition Management (Procurement Executive).

The Department's goal is to encourage protesters to resolve their protests at the agency level, help build confidence in the Government's acquisition system, and reduce protests to the General Accounting Office and other external fora. Prior to submission of an agency protest, all parties shall use their best efforts to resolve concerns raised by an interested party at the contracting officer level through open and frank discussions. If concerns cannot be resolved, protesters may use these procedures when a resolution is requested from the agency at a level above the contracting officer.

II. DEFINITIONS:

An agency protest is one that may be filed with either the contracting officer or the protest decision authority but not both. When a protester decides to file a protest at the agency level with the protest decision authority, the guidelines set forth in these established agency level protest procedures above the contracting officer apply. These procedures are in addition to the existing protest procedures contained in the Federal Acquisition Regulation (FAR) Part 33.102. A day is a calendar day. In computing a period of time for the purpose of these procedures, the day from which the period begins to run is not counted. When the last day of the period is a Saturday, Sunday, or Federal holiday, the period extends to the next day that is not a

L.12 (Continued)

Saturday, Sunday, or Federal holiday. Similarly, when the Washington, DC offices of the Department of Commerce are closed for all or part of the last day, the period extends to the next day on which the Department is open.

III. PROCEDURES:

- a. Protesters using these procedures may protest to the protest decision authority who will make the final decision for the Department. Protests shall be addressed to:

Ms. Helen Hurcombe
Director of Acquisition and Grants
1305 East West Highway
SSMC4, Sta 7618
Silver Spring, MD 20910
FAX No. 301-713-0219

The outside of the envelope or beginning of the FAX transmission must be marked "Agency-level Protest". The protester shall also provide a copy of the protest within 1 day to the responsible contracting officer and a copy to the addressee indicated below:

Contract Law Division
Office of the Assistant General Counsel for Finance and
Litigation, ATTN: Jerry Walz
Department of Commerce, Room H5882
14th Street and Constitution Avenue, N.W.
Washington, D.C. 20230
(FAX Number 202-482-5858)

- b. Election of forum: While a protest is pending at the agency level with the protest decision authority, the protester agrees not to protest to the General Accounting Office (GAO) or any other external fora. If the protester has already filed with the GAO or other external fora, the procedures described here may not be used.

L.11 (Continued)

1. Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or time set for receipt of proposals shall be filed prior to bid opening or the time set for receipt of proposals. If the contract has been awarded, protests must be filed within 10 days after contract award or 5 days after the date the protester was given the opportunity to be debriefed, whichever date is later. In cases other than those covered in the preceding two sentences, protests shall be filed not later than 10 days after the basis of the protest is known or should have been known, whichever is earlier.
2. To be filed on a given day, protests must be received by 4:30 PM current local time. Any protests received after that time will be considered to be filed on the next day. Incomplete submissions will not be considered filed until all information is provided.
3. To be complete, protests must contain the following information:
 - (i) the protester's name, address, telephone number, and fax number
 - (ii) the solicitation or contract number, name of contracting office and the contracting officer
 - (iii) a detailed statement of all factual and legal grounds for protests, and an explanation of how the protester was prejudiced
 - (iv) copies of relevant documents supporting protester's statement
 - (v) a request for ruling by the agency

L.12 (Continued)

- (vi) statement as to form of relief requested
- (vii) all information establishing that the protester is an interested party for the purpose of filing a protest
- (viii) all information establishing the timeliness of the protest.

All protests must be signed by an authorized representative of the protester.

Within 14 days after the protest is filed, the contracting officer will prepare an administrative report that responds to the issues raised by the protester and addresses any other issues, which, even if not raised by the protester, have been identified by agency officials as being relevant to the fairness of the procurement process. For good cause shown, the protest decision authority may grant an extension of time for filing the administrative report and for issuing the written decision. When an extension is granted, the protest decision authority will notify the protester and all interested parties within 1 day of the decision to grant the extension.

Unless an extension is granted, the protest decision authority will issue a decision within 35 days of the protest. The protest decision authority's final decision will be binding on the Department of Commerce and not subject to further appeals.

The protest decision authority shall send a written ruling and a summary of the reasons supporting the ruling to the protester by certified mail, return receipt requested with information copies to the applicable contracting office and Office of Acquisition Management.

L.12 (Continued)

Effect of protest on award and performance:

When a protest is filed prior to award, a contract may not be awarded unless authorized by the Head of the Contracting Activity (HCA) based on a written finding that:

- (i) the supplies or services are urgently required,
- (ii) delivery or performance would be unduly delayed by failure to make the award promptly, or
- (iii) a prompt award will be in the best interest of the Government.

When a protest is filed within 10 days after contract award or 5 days after a debriefing date was offered to the protester under a timely debriefing request in accordance with FAR 15.1004, whichever is later, the contracting officer shall immediately suspend performance pending the resolution of the protest within the agency, including any review by an independent higher official, unless continued performance is justified. The HCA may authorize contract performance, notwithstanding the protest, based on a written finding that:

- (i) contract performance would be in the best interest of the United States, or
- (ii) urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision.

L.12 (Continued)

IV. REMEDIES:

The protest decision authority may grant one or more of the following remedies:

- (1) terminate the contract,
- (2) re-compete the requirement,
- (3) issue a new solicitation,
- (4) refrain from exercising options under the contract,
- (5) award a contract consistent with statutes and regulations,
- (6) amend the solicitation provisions which gave rise to the protest and continue with the procurement,
- (7) such other remedies as the decision-maker may determine are necessary to correct a defect.

L.13 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation or contract of any Commerce Acquisition Regulation provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 PROGRESS PAYMENTS NOT INCLUDED

A progress payments clause (FAR 52.232-15) is not included in this solicitation, and will not be added to the resulting contract at the time of award. Offers conditioned upon inclusion of a progress payment clause in the resulting contract will be rejected.

M.2 PROPOSAL EVALUATION

The Government will evaluate proposals with respect to technical merit and with respect to probable "cost to the government". The technical merit evaluation is significantly more important than the probable "cost to the government" in the award decision for the intercept survey.

M.3 TECHNICAL EVALUATION CRITERIA

By use of numerical and narrative scoring techniques, each proposal (consisting of the written portion of the proposal plus the oral presentation) will be evaluated against the technical evaluation factors listed below. The maximum available points applicable to each factor are also listed below.

1. Understanding of the requirements and technical approach to performing the requirements (55 points)

Based on information contained in its proposal, the offeror's understanding of the requirements of the intercept survey components, as well as the offeror's understanding of the overall design of the National Marine Recreational Fisheries Statistics Survey (NMRFSS), its goals, and the uses of the resulting data, will be addressed in this evaluation factor, as will the offeror's technical approach to performing the requirements of the intercept survey components. Information to be considered in this evaluation include the materials called for by paragraphs b and e of the portion of Section L.8 of this solicitation pertaining to Section II of the written portion of the proposal and paragraphs a and b of the portion of Section L.8 pertaining to the oral presentation.

M.3 (Continued)**2. Past performance of similar types of work (15 points)**

Based on information contained in its proposal and other information available to the Government, the offeror's past performance of similar types of work will be considered in this evaluation factor. This evaluation factor will encompass all aspects of past performance except for past performance in supporting Government-sponsored socio-economic programs, which is addressed below as a separate evaluation factor. This evaluation factor will encompass the offeror's past performance in sub-contracting with states/commissions for the conduct of additional sampling and/or state sub-contracting for conduct of the intercept interviews.

3. Management approach (10 points)

Based on information contained in its proposal, the offeror's management approach to performing the requirements of the intercept survey components will be addressed in this evaluation factor. The fairness of the "hold-back/pass-through" costs associated with state subcontracting and additional state samples will also be considered in this factor. Information to be considered in this evaluation include the materials called for by paragraphs c, d, and f of the portion of Section L.8 of this solicitation pertaining to Section II of the written portion of the proposal and paragraph c of the portion of Section L.8 pertaining to the oral presentation.

4. Key Personnel Qualifications (10 points)

The qualifications (as documented in the written portion of the proposal and as demonstrated during the oral presentation), as they relate to the performance of this project, of the Principal Investigator, Program Manager, Fishery Biologist(s), SAS Programmer, and the Lead Trainer (if different from other positions) will be considered in this evaluation factor.

M.3 (Continued)

5. Past performance with respect to support of Government-sponsored socio-economic programs (5 points)

Based on information contained in its proposal and other information available to the Government, the offeror's past support of Government-sponsored socio-economic programs (including the various Government-sponsored small business subcontracting programs) will be considered in this evaluation factor.

Note: Small business offerors will receive the maximum score for this evaluation factor.

6. Proposed support of Government-sponsored socio-economic programs with respect to this project (5 points)

Based on information contained in its proposal, the offeror's proposed support of Government-sponsored socio-economic programs (including the various Government-sponsored small business subcontracting programs) in the performance of this project will be considered in this evaluation factor.

Note: Small business offerors will receive the maximum score for this evaluation factor.

M.4 DETERMINATION OF PROBABLE COST TO THE GOVERNMENT

To determine the price of the proposal, the estimated quantities provided in the price per unit spreadsheets (Section L.8, Section I) will be multiplied by the offerors proposed unit prices, and the percent probability associated with each specific Contract Line Items as shown below.

FORMULA: Estimated Quantities X Per Unit Price X Percent Probability = Price of Proposal

The price of the proposal shall be determined by weighting the proposal in accordance with the following probabilities (which represent the percent probability that the Government will award a specific line item):

M.4 (Continued)**2002 Intercept Survey**

Evaluation Probability	CLIN	CLIN DESCRIPTION
100	100A	Intercept Survey - Shore Mode
100	100B	Intercept Survey - Private/Rental Boat Mode
100	100C	Intercept Survey - Party/Charter Mode
20	100ABC	Intercept Survey USVI - All Modes
100	101	Data Entry Program Maintenance (hours)
50 20	102	CHBTS Directory Creation - Puerto Rico CHBTS Directory Creation - USVI
50 20	103	CHBTS Directory Maintenance - all other states CHBTS Directory Maintenance - USVI
50 20	104A	CHBTS Charter Boat Pre-validation - all other states CHBTS Charter Boat Pre-validation - USVI
50 20	104B	CHBTS Head Boat Pre-validation - all other states CHBTS Head Boat Pre-validation - USVI

M.3 Continued.**(2003 Intercept Survey)**

Evaluation Probability	CLIN	CLIN DESCRIPTION
100	200A	Intercept Survey - Shore Mode
100	200B	Intercept Survey - Private/Rental Boat Mode
50	200C	Intercept Survey - Charter Boat Mode
20	200ABC	Intercept Survey USVI - All Modes
50	200D	Intercept Survey - Head Boat Mode
100	201	Data Entry Program Maintenance (hours)
50 20	202	CHBTS Directory Creation - Puerto Rico CHBTS Directory Creation - USVI
50 20	203	CHBTS Directory Maintenance - all other states CHBTS Directory Maintenance - USVI
50 20	204A	CHBTS Charter Boat Pre-validation - all other states CHBTS Charter Boat Pre-validation - USVI
50 20	204B	CHBTS Head Boat Pre-validation - all other states CHBTS Head Boat Pre-validation - USVI
100	205	Intercept Economic Add-On - Northeast Region

M.3 Continued**(2004 Intercept Survey)**

Evaluation Probability	CLIN	CLIN DESCRIPTION
100	300A	Intercept Survey - Shore Mode
100	300B	Intercept Survey - Private/Rental Boat Mode
50	300C	Intercept Survey - Charter Boat Mode
20	300ABC	Intercept Survey USVI - All Modes
50	300D	Intercept Survey - Head Boat Mode
100	301	Data Entry Program Maintenance (hours)
50 20	302	CHBTS Directory Creation - Puerto Rico CHBTS Directory Creation - USVI
50 20	303	CHBTS Directory Maintenance - all other states CHBTS Directory Maintenance - USVI
50 20	304A	CHBTS Charter Boat Pre-validation - all other states CHBTS Charter Boat Pre-validation - USVI
50 20	304B	CHBTS Head Boat Pre-validation - all other states CHBTS Head Boat Pre-validation - USVI
100	305	Intercept Economic Add-On - Southeast Region

M.3 Continued**2005 Intercept Survey**

Evaluation Probability	CLIN	CLIN DESCRIPTION
100	400A	Intercept Survey - Shore Mode
100	400B	Intercept Survey - Private/Rental Boat Mode
50	400C	Intercept Survey - Charter Boat Mode
20	400ABC	Intercept Survey USVI - All Modes
50	400D	Intercept Survey - Head Boat Mode
100	401	Data Entry Program Maintenance (hours)
50 20	402	CHBTS Directory Creation - Puerto Rico CHBTS Directory Creation - USVI
50 20	403	CHBTS Directory Maintenance - all other states CHBTS Directory Maintenance - USVI
50 20	404A	CHBTS Charter Boat Pre-validation - all other states CHBTS Charter Boat Pre-validation - USVI
50 20	404B	CHBTS Head Boat Pre-validation - all other states CHBTS Head Boat Pre-validation - USVI

M.5 CONTRACT AWARD

Award will be made to that responsible offeror, within the meaning of FAR Subpart 9.104, (1) whose proposal is technically acceptable, (2) who is determined to be within the competitive range (in the event that negotiations are necessary), (3) whose technical merit /probable "cost to the Government" relationship is the most advantageous to the Government, and (4) who is considered to be responsible within the meaning of the Federal Acquisition Regulation Subpart 9.104. In determining the most advantageous technical merit / "probable cost to the Government" relationship, the technical merit of the proposal is slightly more important than the probable cost to the Government.

M.6 UNBALANCED OFFERS

The offeror shall distribute its costs on a basis that ensures that unit prices are in proportion to the items' base cost, i.e., any method of distributing costs to line items that distorts unit prices shall not be used.